

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of plan, map, and document review services ("Agreement") is made and entered in this 5th day of January, 2016 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and R.A. Wiedemann & Associates, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant perform plan, map, and document review services (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.
- 2.3 Consultant expressly acknowledges and agrees that the analysis of the leases prepared pursuant to this contract will be delivered solely to the City Attorney as work product privileged which will then subsequently be distributed to City staff as appropriate.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Chris Boatman, Quality of Life Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall complete the Services by July 5, 2016 (the "Term") in a prompt and diligent manner, unless lengthened by the City. Consultant shall submit Tasks 1-8 of the Scope of Services to City, in draft form, by April 15, 2016. Consultant shall also make best efforts to complete the Services by April 15, 2016.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Ninety Thousand Dollars (\$90,000.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "B" entitled "Project Costs and Hourly Rates." Exhibit "B" is attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City

Chris Boatman, Director
Quality of Life Department
City of Redlands
35 Cajon Street, Suite 222
PO. Box 3005 (mailing)
Redlands, CA 92373

Consultant

R.A. Wiedmann & Associates
Randal Wiedemann, President
P.O. Box 621
Georgetown, KY 40324

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to commencement of the Services.

- 6.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall secure and maintain business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize the City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties

for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.
- 8.3 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City. This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

R.A. Wiedemann & Associates, Inc.

By: 
Randal Wiedemann, President

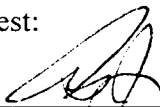
Attest:

Sam Irwin, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1. Initial Communications and SWOT

We would identify and confirm the City's/Airport management's objectives for operating the Airport through private discussions and a Strengths, Weaknesses, Opportunities, & Threats (SWOT) analysis. In this task, we would work with the City of Redlands and its Economic Development Division to identify the range of stakeholders to include in the SWOT and overall business planning process. This group can include City officials, local businesses, pilot groups, Airport tenants, CalTrans Division of Aeronautics, and others, as desired. From the SWOT and our initial set of meetings, we will craft a vision statement for the Airport. In addition, we would assess opportunities for revenue enhancement and review: existing levels of activity, reasons for those levels, expectations for future activity, and opportunities for increased activity and economic development. By speaking with the City's economic development agency in these initial discussions, we hope to learn what their target industries are and how they use the Airport in their marketing.

2.0 Data Collection

The collection of data will begin with an on-site inspection and published data review. Data not available from those sources will be sought from Airport Management and/or local agencies. A brief description of the following will be summarized: facilities, services, aircraft activity, property, historical airport/socioeconomic/demographic information, airport airspace, service area, security systems, airport and adjacent zoning, and land use and environment data. Information concerning previous financial performance will be gathered along with any debt service schedules, depreciation, or other accounting information. We understand that the City owes \$1.2 million in Airport-related debt. We will also collect information on businesses using the Airport, Airport employment levels (public and private), and annual capital spending. Other data will be collected as issues are identified in this process.

Specific data to be collected will include:

- The latest five (5) years of existing airport expenses and revenues (2011 - 2015).
- The latest budget for the Airport.
- A copy of all lease agreements - both aviation and non-aviation (preferably in digital format).
- Airport mission statement, legislative resolutions concerning the airport, airport trusts, or special conditions defined for the Airport.
- Any proposed taxes collected by site, or payments-in-lieu-of-taxes (PILOTS) and/or, taxes to be paid by the Airport.
- List of rates and charges for aircraft storage facilities including: terminal building, conventional hangars, T-hangars, and tie-downs.
- List of all other rates and charges. For example: percent, or cents, charged per gallon of gas (jet or 100 LL); consignment fees; special events, etc.
- Organizational chart or reporting structure.
- Number of employees by type/function listed for both full and part time.

- Expenditures on payroll and operations.
- Average annual expenditure on capital improvements.
- Federal, state and local investment in capital improvements over past ten (10) years.
- List of businesses using the airport, e.g., helicopter transport companies, pilot training, corporate, energy exploration, etc.
- Information concerning industrial or commercial property adjacent or near to the Airport.
- Information about the Kangaroo Rat habitat and how that impacts the Airport, given its proximity.
- List of all on-airport employers and aircraft tenants.
- Tax policy regarding exemption of Airport property from local taxation.
- All branding and marketing programs developed to date for Redlands Municipal Airport.

We will also collect information on businesses using the Airport, employment levels (public and private), and annual capital spending. Other data will be collected as issues are identified in this process.

2.1 Survey of Tenants, Users, and Local Businesses

A survey will be conducted to identify existing and potential business users of the Airport, along with any desired improvements. The survey can discuss the user preferences, particularly in light of the proximity to San Bernardino International Airport. The survey can also be used to identify inputs for economic impact analysis, if desired. Up to 250 surveys will be distributed to tenants, Airport users, and local businesses. A website will be developed that can be used to respond to the surveys via Internet. Once completed, the process and results of the survey will be documented as an appendix in the data collection interim report.

2.2 Airport Management Structure, Accounting, and Operating Practices

We would assess Airport accounting and business operating practices. A summary of the Airport sponsor's personnel responsibilities, reporting hierarchy, and decision making process will be described along with additional staffing options. The analysis will focus on the coverage of operational hours and the work responsibilities of the airport manager, airport staff, and the City and the interrelationship with economic development personnel.

3. Lease Analysis

Airport leases will be examined in detail to determine whether or not lease language is in conformance with FAA grant assurances and which ones are subject to those provisions. A number of lease strategies including best practices and general areas of advice will be covered in this analysis. These will include such topics as indemnification, minimum standards for commercial aeronautical activities, rules and regulations, and other items as needed. In addition, suggestions will be made concerning land lease investment amounts, term lengths, rental rate formulas, and reversion of property improvements to the City.

4. Airport Market Analysis:

An airport market analysis will be performed for Redlands Municipal Airport including: a comparison of factors affecting the market service area airports such as facilities, services, aircraft, and operations; and rates and charges for aircraft storage, fuel, and other pertinent factors. The goal of this analysis is to accurately assess the Airport's competitive market position, relative to other airports in its service area. At a minimum, airport market information will be gathered from San Bernardino International Airport, Riverside, Flabob Airport, Banning, March Air Reserve Base, and other airports in the region, as appropriate. This section will feed the discussion of Airport branding by helping define the existing market niche for Redlands Municipal. The market analysis will include a forecast of potential aircraft fleet mix in the Redlands Municipal Airport service area. This data will help to establish the potential reach of a branding/marketing program designed to increase Redlands Municipal Airport's activity for targeted aircraft types. Redlands Municipal Airport has a runway length of 4,504 feet. Even with this relatively short runway, there are two jets listed as based aircraft on the Airport's 5010 Master Record. SBD has only 17 based aircraft, but four of them are jets. Thus, demand forecasts will be combined with possible marketing and other infrastructure development to develop a reasonable projection of facility needs at the Airport. The resulting forecasts can be used to determine potential growth and whether the lack of 5,000 feet of runway length constrains demand. Prior to developing recommendations, meetings will be held with the Sponsors and/or stakeholders to discuss the reasonability of the forecasts.

5. Branding

The Business Plan will examine themes for a brand improvement. That is, the SWOT results from Task 1 can be used to input the enhanced brand for the Airport. The brand must consider the target market of clients for the Airport and seek to develop an identity that draws those customers. In particular, there must be positive differentiation between general aviation facilities and services at Redlands Municipal versus San Bernardino or other airports in the region. If there are negative perceptions about the Airport brand, based upon actual conditions at the Airport, those can be corrected (to the degree possible) as a part of the recommended branding effort. All of the branding policies and practices that come from strategy sessions can be identified and summarized in this section.

Branding may involve the development of a stand-alone website and video. Currently, the Airport is featured on the City's website and has multiple links from it to Airport-related information. The development of a website and video are included as optional tasks later in this work scope.

6. Baseline Financial Forecasts

Historically, Redlands Municipal Airport has had to rely upon subsidies from the City in order to operate. A baseline financial and economic outlook will be developed, based upon historical data and maintenance of the status quo. This projection only considers a baseline scenario with no new revenue enhancements included. This projection of financial performance is designed to answer the question, "How will the Airport perform if no significant changes are made?" Revenue and expense projections will include historical trends and inflation. This projection will serve as a benchmark that will enable decision makers to measure the potential financial production increases in the Recommended Plan.

7. Budget Pro Formas

This Business Plan will focus on how to increase net revenues which will move the Airport toward greater financial self-sufficiency. Alternatives to support demand will be identified for both the airside and landside at the Airport. This method will examine the potential economic growth factors in the Redlands/San Bernardino region. Options for revenue enhancement will be described. These may include (but are not limited to) evaluations and projections of additional business aviation, partnering with local educational institutions, feasibility of concepts such as dining restaurant options, business/commercial franchises, and an airport business park, increased helicopter and fixed wing aircraft flight training activity, public-private partnerships in hangar development, new or improved terminal services or amenities, new/specialty FBOs, airport property development within the airport and on the adjacent undeveloped land, changes in rates and charges, and efficient use of federal and state grants. Expense data will be generated to include the cost of implementing revenue enhancement strategies.

The preferred course of action will be graphically depicted and described in detail in the report. Pro formas will be provided for a 10-year future, based on the revenue enhancement options and existing revenues, along with known expense factors and analyses including, but not limited to: inflation, development expenses, personnel changes, expected aircraft growth, revamped leases, contracts, and the local match on grants. These expenses will then be compared with the future revenues in a net revenue analysis. Prior to developing recommendations, a meeting will be held with the City and/or stakeholders to discuss alternative revenue enhancement strategies and plans. Changes to the preliminary recommendations can be made at this time.

8. Recommendations

A recommended approach for the Redlands Municipal Airport Business Development Plan will be documented. As part of the recommendations, action steps will be identified. These actions steps will:

- a. Detail current and potential future airport/community value and economic impact of the Airport.
- b. Determine strategic vision for the Airport and its future.
- c. Present a suggested branding strategy for Redlands Municipal Airport. This would include identification of the need for an advertising and/or marketing strategy for the Airport that focuses on growth. It would result in specific tasks such as marketing for conferences, associations, events, social media, and other Internet outreach.
- d. Retention and expansion strategies for existing companies and tenants.
- e. Identify strategic initiatives for Airport development and operation.
- f. Explore new business opportunities including development/use of available Airport lands.

This would include out-of-the box thinking for landside developable Airport property and adjacent non-aviation property, including an Airport business park, restaurant, and other development opportunities.

- g. Identify potential partnering opportunities with Redlands Community College, University of Redlands, or other local college curriculum.
- h. Identify current business practices, lease policies, and systems.
- i. Identify any operational or staffing issues that may be improved.
- j. Identify needed Airport amenities and/or services.

- k. Discuss capital investment options.
- l. Present financial pro formas for the recommended plan.
- m. Provide airport business planning software that will permit the City and Airport to continuously update the plan.
- n. Show any physical or land use changes graphically, including any new hangars, taxiways or landside area changes.
- o. Provide an Airport Land Use plan showing existing and future land uses on and around the Airport.
- p. Develop an Airport video and/or Internet website, to complement the City's website, if desired.

We will examine the expansion of the revenue base beyond the existing aviation and any non-aviation land leases, hangar leases, fuel sales, and other existing revenues, such that a growing and diversified stream of revenues continues to support the operation of the Airport. We will also look at the Airport's operational structure, including staffing needs, the existing minimum standards, rates & charges, and land lease agreements.

9. Presentations and Final Output

A recommended Airport Business Development Plan will be provided. A final set of meetings and/or presentation on findings will be held for the City and any designated stakeholders. In addition, the final report and executive summary will be prepared along with an electronic version of the report in digital format, Interim reports will be produced for review, These reports will include material from each of the Tasks, These reports can be held and submitted prior to the sets of meetings or they can be submitted as they are completed (Sponsor choice). A total of three sets of meetings are budgeted at the following times during the study process:

- a. Kick Off Meetings
 - i. Initial Communications & SWOT
 - ii. Data Collection
 - iii. Lease Analysis
 - iv. Airport Market Analysis
 - v. Branding
- b. Intermediate Set of Meetings
 - vi. Baseline Financial Outlook
 - vii. Budget Pro Formas
 - viii. Recommendations
 - ix. Optional Tasks: Promotional Brochure, Video, Website Enhancement, Airport Community Value
- c. Final Set of Meetings

EXHIBIT "B"

PROJECT COSTS AND HOURLY RATES

Redlands Airport Business Development Plan Fee

R.A. Wiedemann & Associates, Inc.

Task	Sr. Planner rate=\$148.78/hr	Sr. Associate rate=\$115.25	Associate rate=\$80.60	Expenses	RAWA Cost
1.0 - Initial Meetings	32	32	0	\$ 2,900.00	\$ 11,348.96
2.0 - Data Collection	24	32	40	\$ -	\$ 10,482.72
2.1 - Survey of Tenants	10	10	20	\$ 261.78	\$ 4,514.08
2.2 - Operational Review	10	10	20	\$ -	\$ 4,252.30
3.0 - Lease Analysis	8	10	20	\$ -	\$ 3,954.74
4.0 - Airport Market Analysis	20	10	20	\$ -	\$ 5,740.10
5.0 - Branding	10	40	0	\$ -	\$ 6,097.80
6.0 - Baseline Financial Forecasts	32	10	24	\$ -	\$ 7,847.86
7.0 - Budget Pro Forms	24	16	60	\$ -	\$ 10,250.72
8.0 - Recommendations	40	40	24	\$ -	\$ 12,495.60
9.0 - Presentations & Output	24	40	24	\$ 2,900.00	\$ 13,015.12
10.0 - Optional Video	10	40	0	\$ 1,900.00	\$ 7,997.80
11.0 - Optional Website Enhancement	4	8	40	\$ 200.00	\$ 4,941.12
12.0 - Optional Informational Brochure	4	28	0	\$ 500.00	\$ 4,322.12
13.0 - Airport Community Value	10	0	30	\$ -	\$ 3,905.80
Non-Optional Totals	234	250	252	\$6,061.78	\$90,000.00
Grand Totals	262	326	322	\$8,661.78	\$111,166.84

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

R.A. Wiedemann & Associates, Inc.

By: Randal Wiedemann

Randal Wiedemann, President

Date: 12/31/15